

City of Indianapolis / Marion County
Community Corrections Inquiry Women's
Work Release Housing and Services

1. General Information

The City of Indianapolis, Marion County Superior Courts through Marion County Community Corrections herein referred to as "City" is presenting this inquiry regarding the contents herein. The City is looking for a qualified vendor to provide housing and services for women's work release clients sentenced through Marion County Courts. The vendor must be able to adhere to all case management and evidence based policies set forth by Marion County Community Corrections.

- 1.1. Responses to this inquiry must be received by e-mail to Susan Bentley, Contract Manager, (Susan.Bentley@indy.gov) no later than **10/1/15** at 12:00 Noon (EST).
- 1.2. All questions concerning this inquiry must be in written form and received no later 10:00 am (EST) on **9/24/15** preferably by e-mail to Ms. Bentley at Susan.Bentley@indy.gov or faxed to (317) 327-1111. Questions submitted after this time will not be entertained.
- 1.3. The City reserves the right to reject any or all responses to this Request for Qualifications, to waive any informality or irregularity in any response received, and to be the sole judge of the merits of the respective responses received.
- 1.4. A qualified vendor may be selected for award of a contract on the basis of demonstrated competence and qualification for the type of services required without regard to fee. Thereafter the City may negotiate contract for the services at a fair and reasonable fee with the most suitable firm.
- 1.5. The vendor selected for award will be an integral member of the City Project Team, consisting of the Vendor personnel, City employees and other consultants as required.
- 1.6. A Sample Agreement, which includes insurance requirements, is attached for review. This document contains the City's standard terms but may not contain language specific to this request. Vendor should review the contents and be prepared to discuss the terms and conditions with the City should they be selected for further negotiations. Any exceptions to the standard language in the sample contract shall be noted in Vendor's response. Please take particular note of the insurance requirements.

2. Anticipated Scope of Work

Anticipated services shall include:

I. Introduction:

The following information is provided to the residential facilities that are delivering services to clients of Marion County Community Corrections (MCCC) under contractual agreements.

In general, the objective is to provide a comprehensive residential program that affords residents the opportunity to maintain or obtain employment and remain in the community while addressing criminogenic needs through Indiana Risk Assessment System (IRAS) assessments, case planning, and evidence based programming. Funds for these purposes are provided to Marion County through a grant from the Indiana Department of Correction. References to the IRAS in the Scope of Work assume the Contractor has employees certified to conduct, interpret, and utilize the assessment consistent with evidence based practices and applies once the certification process is completed.

All services provided to residents and the level of custodial supervision necessary for each shall be balanced against the priority of maintaining the public's safety. If a conflict arises between these goals, the concern for public safety shall override.

Contractor shall operate the residential program pursuant to all current and future written policies, guidelines and procedures adopted by the Marion County Community Corrections Advisory Board. The Contractor shall also have a current written manual that describes the program and the facility and shall operate according to the manual. In the event of a conflict between in-house policies or procedures and the MCCC Advisory Board policies or procedures, Board policies, procedures and guidelines shall govern.

II. Admission and Orientation:

When an individual has been ordered into a residential placement by a Court or through MCCC's screening process, County staff will contact the appropriate facility and determine an admission date for the individual. If an individual arrives at the facility stating they are to be in the Community Corrections program and the County has not previously notified the facility regarding this individual, the facility staff shall immediately contact the County and ask for further direction before accepting the individual into the facility.

Under no circumstances shall the Contractor screen, and agree to accept a resident in the Community Corrections program, without the prior approval of County staff. Contractor may refuse to accept into the program a resident who does not meet the eligibility requirements established by the Board.

Upon admission, the resident shall receive a complete and detailed orientation to the facility. During the orientation, the policies, procedures, and guidelines of the facility shall be reviewed and a document indicating that this has taken place shall be signed by the resident. In addition, the resident shall be advised of the necessity to remain drug and alcohol free, and their signature shall be obtained on the Substance Abuse Agreement Form, as well as any other document involved in the intake process, which specifies that random drug screens and searches will be conducted.

The resident shall also be advised that operating a motor vehicle is strictly prohibited except those required to drive as part of their employment. Those required to drive as part of the employment duties must have a valid driver's license and the employer must provide proof of insurance; copies of both must be provided to the Case Manager. The resident shall be advised that his employer will need to provide written documentation supporting the need for the resident to drive as a condition of their employment. Violation of this policy may result in the resident's removal from the program.

Under no circumstance shall the resident, regardless of the condition of their admission, be permitted to be

in a position of control or authority over other residents.

Orientation to the facility shall be completed within three (3) business days of admission. The resident shall be given a written copy of the policies, procedures, and guidelines. Prior to admission (or immediately following admission) the County Coordinator or the designee, will provide the Court paperwork necessary for supervision and programming.

The resident has fourteen (14) calendar days from date of admission to secure employment. At the end of fourteen (14) calendar days if they have not obtained employment, Contractor shall refer them to Job Readiness Training.

III. Reviews and Reports:

A. Weekly Status Report: At the time of admission, the resident's name shall be added to the Weekly Status Report (roster) with updates made for each individual each week. The Weekly Status Report shall include:

1. The name of each resident, in order of arrival at the facility;
2. The arrival date;
3. The projected release date;
4. Employment status / School (name of employer or unemployed)
5. Employment hours;
6. Case Manager's name; and
7. Subsistence status.

The updated Weekly Status Report, with a closing day of Friday, shall be submitted by email to the County Coordinator or the designee by 4:30 PM the following Wednesday. The Status Report is not to include, under any circumstance, residents that are no longer physically in the facility (i.e. absconded, detained in the jail, or in the hospital).

B. Risk and Needs Assessment: All residents shall be assessed through use of the Indiana Risk Assessment System (IRAS) at the first office visit or within ten (10) days of admission to the facility. The IRAS tools consist of an assessment interview, a self-report questionnaire, and the assessment tool itself. This assessment identifies major and minor factors influencing risk and needs. All interventions shall be cognitive/behavioral in nature and all activities shall be implemented consistent with evidence-based practices.

Residents who have to serve 179 actual days or less shall have the Community Supervision Screening Tool (CSST) completed. No written case plan will be required on these individuals. However, for those individuals scoring a 1 or 2 on the IRAS domains for questions 5-9, shall have these areas addressed during office visits. Contractor shall document this information in the case notes section using the case note template provided by the County. To determine the appropriateness of the placement, low risk offenders shall be staffed within three (3) business days with the residential coordinator.

Those residents having to serve 180 actual days or more shall have the Community Supervision Tool (CST) completed. The CST is designed to assess an offender's risk to reoffend and identify criminogenic needs to assist in making decisions regarding supervision. The CST shall be completed if a CST was not completed under the same cause number within the past twelve (12) months. Reassessments shall be completed a minimum of every twelve (12) months. A discharge assessment shall be completed by the Contractor two weeks prior to discharge, on all cases serving 180 actual days or more.

Residents that score low risk shall be reviewed within three (3) business days of the assessment, with County's Coordinator or the designee to see if placement in a less restrictive program is appropriate, consistent with evidence based practices.

Those residents who are placed in the program as a pre-trial offenders shall have the Pre-trial Tool (PAT) completed at the first office visit or within the (10) days of arrival. No case plan is required with the PAT.

C. Indiana Risk Assessment System (IRAS) Users

Every approved user permitted access to the Indiana Risk Assessment System (IRAS) shall maintain the security and confidentiality of the data contained therein and shall only access and use this data for the sole purpose of carrying out official business as noted in the contract agreement with the County. The Indiana Supreme Court's Division of State Court Administration reserves the right to prohibit any user from accessing the IRAS who accesses or uses information in the IRAS for purposes other than official business as stated in the contract with the County. The County reserves the right to prohibit any Contractor staff from working with County residents for violating the conditions of this provision.

Contractor agrees to notify County within 24 hours when a staff member with IRAS access changes employment status impacting access rights pursuant to this Agreement.

D. Individual Case Plan: Case Plans shall be generated on all residents serving 180 actual days or more who score in the moderate and high risk levels (Males 15+, Females 14+) on the IRAS assessment. The Contractor shall develop an individual case plan with the resident that includes, but is not limited to, the following:

1. Identification of problem areas (as identified through IRAS);
2. Goal Identification (short and long term, as well as steps to achieve the goals);
3. In-House programs to be utilized to address problem areas outlined above and to meet identified goals; and
4. Outside resources to be utilized to address the above outlined problem areas and identified goals.

Those residents serving 179 actual days or less do not require a written case plan. However, IRAS domains in the moderate and high-risk level must be addressed during office visits and documented in the case notes using the case note template provided by the County.

If the supervising case manager was the one who completed the IRAS, the initial case plan shall be completed immediately after the IRAS has been conducted. If they were not, then the case plan must be generated within forty-five (45) days of the resident's arrival. Case plans shall match the identified need areas on the IRAS and target all domains falling in the moderate to high range. Case plan goals shall be objective, measurable, and attainable.

Case plans shall be reviewed and updated at every office visit and documented in case notes. The updated case plan shall be sent to the County's Residential Coordinator or the designee upon generation, and a signed copy shall be maintained in the resident's file. All residents will be provided with a copy of their case plan at each meeting.

E. Programming: The residential program shall provide evidence based individual and/or group counseling/programming to assist residents in employment searches, budget planning, and behavior modification. The residential program shall incorporate a cognitive behavioral approach in their counseling/programming and adhere to the principles of effective intervention cited by the National Institute of Corrections.

An In-house Certified Substance Abuse program shall be provided. Contractor shall assist residents in need of more extensive counseling and acquire referrals to community programs that provide appropriate counseling in substance abuse, family services, education, and other services. Residents will be responsible for payment of any fees charged by such programs in the community.

All residents referred for programming/treatment shall have a current IRAS score to determine risk level. Referrals to programming shall directly correlate with identified areas of risk/needs on the IRAS. Additional information for programming/treatment referrals may come from contacts with resident, orders of the court, and shall be consistent with evidence based practices.

Residents scoring Moderate Risk (15-21 for males, 14-21 for females) shall be referred to programming consistent with needs identified during the IRAS assessment, personal interview, and additional information obtained by the Case Manager.

Residents scoring High Risk (22+ for males, 22+ for females) shall be referred to in-house programming consistent with identified IRAS domains.

All policies regarding programming shall be submitted to the County for review and shall resemble County's policies. This shall be submitted annually within thirty (30) calendar days of contract commencement and/or within five (5) business days of revision of program policies.

Facilities shall maintain a monthly in-house program calendar and submit it to the County staff five (5) business days prior to the first of each month. The calendar shall include the days, times, length and title of in-house programs.

F. Contact Standards: Contractor is required to meet the minimum contact standards with each resident based on the resident's IRAS score. New resident appointments shall take place within five (5) business days of being placed at the facility. All unemployed residents shall have an office visit once per week until employed. Upon securing employment, minimum contact standards shall be followed. All resident visits shall be documented in case notes. At each office visit the resident shall be required to complete and sign the sign-in sheet provided to the facility by the County. The case manager shall be responsible for ensuring that the resident has fully completed all the blanks and the information is accurate. The case manager shall then be responsible for also signing the form to confirm that the office visit did occur.

It shall be the case manager's responsibility to fully document each office, field, and collateral contact in the case notes using the case note templates provided by the County to the facility for this purpose. The templates are to be completely updated in full at each visit with any new information that is obtained per the template outline.

IRAS risk level	<i>Very High / High</i> (Males 22 & up Females 22 & up)	<i>Moderate / Low</i> <i>Moderate</i> (Males 15-21) Females 14-21)	<i>Low</i> (Males 0-14 Females 0-13)
# Office Visits	1 every 30 days	1 every 30 days	1 every 60 days
# Field Visits	1 every 30 days	1 every 60 days	0
# Non face-to-face collateral contacts	2 every 30 days	1 every 30 days	1 every 30 days

G. Monthly Report: Each month, a detailed report shall be submitted on each resident outlining his or her progress for the month. The report shall include, but is not limited to:

1. Progress toward meeting the goals and objectives outlined in the individual case plan, including court and program recommendations;
2. Disciplinary actions and current status of pending disciplinary actions for that month;
3. Employment status including name of employer, rate of pay, and number of hours worked, and date of verification of the above;
4. Urinalysis results including dates of tests, type of tests and results;
5. Medical and Mental Health information, if applicable;
6. Subsistence/Arrearage Summary;
7. Any other information that was pertinent to the resident's adjustment during that month (i.e. personal problems outside the facility, failure to pay subsistence, payments made by the resident toward restitution, court costs or fines, status of any pending court cases);
8. Detailed information on community based referrals;
9. Status of participation in additional programming (i.e. Parenting, Anger Management, Substance Abuse Treatment, GED/ABE, Mental Health, Sex Offender Treatment, Thinking for a Change 3.0, Life Skills, etc.); and
10. A copy of the monthly report prepared by a community treatment provider shall be attached to the facility's monthly report, if the resident is engaged in services outside the contracted facility.

All Monthly Reports shall be submitted via email to the County's Residential Coordinator or the designee by the fifth (5th) day of each month for the previous month. Upon completion of the program (successfully or unsuccessfully), the last Monthly Report shall serve as the resident's final discharge report. The final discharge report shall contain a full summary of the items listed in section G 1-9 for the resident's entire stay in the facility. The final Monthly Report shall also contain a discharge plan for each resident who is scheduled for a standard discharge to electronic monitoring, probation, or to the community without supervision. A discharge plan is not required for those residents who have escaped or failed to return to/from the facility, or who have been arrested on new charges and/or violated.

H. Resident Finance Log: The finance log shall include, but not be limited to, the following information:

1. Check/money order date;
2. Gross Earnings;
3. Taxes withheld (include Federal, State, Local, and FICA);
4. Net Earnings;
5. Subsistence payments (50% of net);
6. Restitution, Court costs, etc.;
7. Deposit to resident's savings account;
8. Subsistence account balance; and
9. Child Support Payments.

In addition, a quarterly report shall be submitted, upon request of the County, that details the percentage and the amount of subsistence that has been collected from the total subsistence that was owed during the previous three (3) months. Also, the finance log for each resident shall be submitted monthly by the fifth (5th) business day of the following month. This should be attached to the monthly counseling report. The finance log shall be sent to the County's Contract Manager and the Residential Coordinator or the designee via email.

- I. **Disciplinary Code/Conduct Violations:** A copy of an incident report shall be submitted when a resident has been formally charged with having violated a provision of the disciplinary code. The information shall include the notice of hearing to the resident, a copy of the resident's rights, and copies of any other documentation that will be presented at the hearing. A copy of each incident report shall be submitted within twenty-four (24) hours of the incident's occurrence to the County Residential Coordinator or the designee via email.

On-call County staff shall immediately be notified after traditional working hours, on weekends, and/or on holidays, for incidents involving absconding, new arrests, aggravated assaults, and/or other offenses deemed serious by facility staff that require immediate consultation and action. Written documentation shall be submitted immediately upon the Contractor speaking with the on-call County staff. Telephone numbers of the Executive Director, and Residential Coordinator, will be provided to the Contractor to use in emergency situations.

Results from all administrative hearings shall be submitted within three (3) business days of the hearing to the County's Residential Coordinator or the designee via email. County staff may choose to participate in any or all administrative hearings. The resident shall be advised of their right to appeal the decision to the facility Director and that the County is not bound by the sanctions and that they may take action independent of the Disciplinary Hearing Committee.

Contractor shall be responsible for appearing at all court hearings for Contractor's offenders where a violation has occurred or where otherwise reasonably requested. Contractor shall compose and be prepared with thorough notes relating to the violation and overall program compliance.

- J. **Rewards and Sanctions Report:** Facilities shall strive for a 4:1 ratio of rewards to sanctions, consistent with evidence based practices. Reward to sanction ratio shall be reported on the Quarterly Performance Indicator report.

- K. **Urinalysis Results:** Each County resident shall be tested on a random basis. Procedures for conducting urine screens shall be established within each facility to ensure the integrity of the individual test samples, including documentation necessary to ensure proper chain of custody.

Additional samples may be required for the resident if probable cause exists to believe that the resident is under the influence of any intoxicating substance. Also, residents with a history of chronic substance abuse may be tested more frequently if it is deemed necessary by the Contractor and it has been approved by the County staff (cost paid by the resident).

Copies of all urine test results shall be forwarded to Contractor within three (3) business days of their return by the County's Residential Coordinator or designee via email. All residents who test positive shall be referred for a substance abuse evaluation. Copies of all urine test results sheets shall be placed into the resident's case file and also a case note shall be entered into the case note system indicating the results of the test.

For any urinalysis screening fees deferred at the time of the screening, the Contractor shall be responsible for collecting those fees from the residents. If the Contractor chooses to use the County's urinalysis screening vendor, the Contractor will be billed directly by the vendor and shall be responsible for fee collections from residents.

- L. **Quarterly Performance Indicators Report:** Contractor shall submit the Quarterly Performance Indicators Report by the tenth (10th) of the month following the close of each quarter to the County's Contract Manager via email. The Quarterly Performance Indicators Report format will be provided by

County.

- M. Search Reports:** At a minimum, of every sixty (60) days, a complete search of the facility, residents and personal belongings shall be made and at other times as necessary. Personal searches of residents coming and going from the facility shall be done consistent with Contractor's policy. A detailed written report shall be submitted within three (3) business days of the search outlining the results of the search. Those reports shall be kept on file for review by the County's Contract Manger during reviews. Probable cause strip search shall be conducted upon Contractor's discretion. Seized contraband shall be secured to ensure a proper chain of custody.

Note: Body cavity searches can only be conducted by licensed medical staff.

- N. Grievance Reports:** Should a resident file a formal grievance against a staff member of the Contractor, a copy of the grievance, the investigation, and action taken as a result shall be forwarded to the County's Residential Coordinator or the designee within three (3) business days of the final disposition via email. County reserves the right to become involved in this process if it is deemed necessary by County.
- O. Client Satisfaction Surveys:** On a semi-annual basis, the Contractor shall conduct client satisfaction survey of all residents currently housed in the facility using a format provided by the County.

IV. Administration, Personnel, Facility, and Food Service:

A. Administration:

1. The Contractor shall maintain documentation proving that the provisions of this Agreement and the Scope of Work are being met. The Contractor shall produce such documentation when requested to do so by County staff. Announced and unannounced site reviews will be conducted for each facility. This may also include a financial review of the facility and/or observation of any and all in-house programming, office visits and/or interaction between facility staff and residents.
2. The Contractor shall attend and participate in meetings designed to review its performance in meeting the established provisions of the Agreement and Scope of Work. This also includes all Community Corrections Advisory Board meetings.
3. The Contractor shall notify County of all requests by the news media for information relating to the County's program itself prior to such information being provided.
4. The Contractor shall be available to County for media requests for information.
5. Contractor shall immediately notify the County of any incident that may reflect negatively on the facility or program.
6. Contractor shall develop emergency medical policy and procedure.
7. Contractor shall provide access to religious services.
8. Contractor shall comply with all provisions of the Prison Rape Elimination Act (PREA) and maintain and produce such documentation upon request by the County. In addition, the Contractor shall immediately notify the County when a resident makes an allegation covered under the PREA.

B. Personnel:

1. The Contractor shall provide alert qualified staff on the premises to supervise County residents on twenty-four (24) hours, seven (7) days a week basis. The Contractor shall provide written documentation showing that adequate staffing patterns are being maintained.
2. The Contractor shall provide upon request, written job descriptions for all staff positions,

- employment qualifications, current staff roster, and an organizational chart.
3. The Contractor's failure to have facility adequately staffed shall constitute a material breach of contract for which the County may immediately terminate this Agreement.
 4. Contractor shall ensure that employees who are responsible for custody of the residents are high school graduates (or equivalent education) and must be at least twenty-one (21) years of age. Contractor shall ensure that employees hired after January 1, 2012, who are Case Managers, will have a four year degree in a related field.
 5. Contractor shall be required to supply background checks on all employees and volunteers to ensure the safety and security of residents and general public before being allowed to have contact with the residents.
 6. A Contractor's prospective employee who has a criminal history shall be adequately screened to ensure resident and facility safety and a general compatibility with the Contractor's and the County's program and goals. The review will be in conformity with Marion County's policy on hiring ex-offenders. Contractor shall notify the County immediately upon learning of the arrest of a staff member or Subcontract employee.
 7. Volunteers shall not be in a position of authority over the residents.
 8. Neither Contractor's staff members nor volunteers may transport residents in personal vehicles.
 9. The Contractor shall submit quarterly reports outlining Contractor's entire personnel schedule and any changes in the duties of employees to the County Contract Manager.
 10. The Contractor shall concentrate custody staff at times when most residents are in the facility, and shall maintain a counselor to resident ratio of at least one (1) Case Manager per thirty-five (35) residents. In the areas of custody and programming Contractor shall adhere to negotiated ratios. The emphasis on staff-to-client ratios shall be in the areas of custody, counseling, and program staff.
 11. To the extent allowable by law, the Contractor shall not permit its employees to possess weapons while on duty or on the premises of the facility.
 12. The Contractor shall limit the use of physical force to only those instances of justifiable self-defense, prevention of loss or damage to property, or the prevention of self-inflicted harm, and only to the degree necessary. The safety of residents and staff shall be given highest priority under this policy.
 13. Contractor shall prohibit fraternization of a social or business nature between staff and residents.
 14. All restrictions shall apply for both Contractor and Subcontracting personnel.
 15. All Contractor and Subcontractor staff shall be subject to random and probable cause urinalysis testing.
 16. Contractor shall have a CPR certified staff member available each shift.

C. Facility:

1. The Contractor shall be able to produce written documentation confirming compliance with all applicable zoning ordinances, laws and codes, and local building, sanitation, health and fire codes. Should the facility fail to meet any such standard, written notification of such non-compliance shall be provided to County immediately.
2. Post-orders shall be current and at the disposal of the entire Contractor's staff members. Procedures for natural disasters, severe weather, fire, hostage-taking situations, bomb threats, etc., shall be part of the post-orders. All of the Contractor's staff shall be trained to follow these procedures. The plans shall be given to each new resident upon arrival at the facility and shall be posted in conspicuous locations in the facility.
3. In the event of an emergency at the facility that affects a County resident(s), (i.e. serious injury, natural disaster, fire, hostage taking, bombing, etc.) the Contractor shall contact the Executive Director or the designee immediately. If necessary, County staff would report to

- the Contractor's facility to assist with the resolution of the situation.
4. Evacuation drills shall be conducted at least quarterly at a time when a representative number of residents are present and conducted during different shifts.
 5. The Contractor shall provide adequate space for sleeping quarters, kitchen and dining areas, and bathroom facilities. Also, Contractor shall provide resident with bed, bed linen, bath towels, and wash cloths. Contractor shall provide facilities to launder residents clothing at the resident's expense. Contractor shall launder resident's linens at a minimum of once a week and the resident's blanket a minimum of once a month, at no expense to the resident.
 6. The Contractor shall provide adequate space for programming and minimal recreation equipment supplies. Space shall be provided for residents to visit with approved persons in areas other than those designated as the general living quarters.
 7. The Contractor shall notify County prior to implementing any substantial change(s) in housing or programming for County residents.
 8. The Contractor shall on a quarterly basis, conduct a general meeting for all County residents. The purpose of the meeting would be to provide updates for residents on policies, procedures, and guidelines, and to allow residents to air grievances and make suggestions for improvement in the County program. The Contractor shall post notice of such a meeting at least one week in advance, and they shall also notify the County staff one week in advance. Staff members from County may choose to participate in these meetings.
 9. The Contractor is not obligated to provide any type of medical services, dental services, or prescription medicines for residents.

- D. Food Service:** The Contractor shall furnish each resident three (3) well-balanced and nutritious meals daily. The preparation of such food shall be in accordance with all currently accepted standards for nutrition, variety, balance, preparation, and sanitation. Provisions for the lunches and late meals for residents unable to eat at designated times because of work schedules shall be made. Each resident shall be advised of these provisions.

The Contractor shall maintain records of menu items and actual meals served for review at the request of County.

The Contractor shall have a registered dietician review and assist in the completion of menus. This shall be done on a semi-annual basis (minimum). A copy of the dietician's report shall be submitted to County following each review. Special diets shall also be provided to residents with verified health conditions and/or religious considerations.

3. Inquiry Response (Selection Criteria)

- 3.1. The Vendor will be selected through a qualification-based selection process. Firms interested in providing services must submit an Inquiry Response (IR) that addresses the following evaluation criteria. Applicants are encouraged to organize their submissions in such a way as to follow the general evaluation criteria listed below. Information included within the IR may be used to evaluate your firm as part of any criteria regardless of where that information is found within the IR. Information obtained from the IR and from any other relevant source may be used in the evaluation and selection process.
- 3.2. **Response Cover Letter** (1-page) containing at a minimum: Company name, contact name, address, fax number, and email address

3.3. Inquiry General Information

- 3.3.1. Description of firm/team
- 3.3.2. Legal company organization; organization chart with names
- 3.3.3. List of applicable licenses

3.4. Relevant Firm Experience

- 3.4.1. Applicant's overall reputation, service capabilities and quality as it relates to this project.
- 3.4.2. List and briefly describe 3-5 comparable projects completed by your firm or currently in progress; include your firm's role, and discuss relevant history, if applicable.
Please supply a minimum of three (3) referrals and references from other agencies and owners. If possible, references should be from the projects listed above.
- 3.4.3. List and describe any litigation; arbitration; claims filed by your firm against any project owner as a result of a contract dispute; any claim filed against your firm; termination from a project.
- 3.4.4. Applicant's capacity and intent to proceed without delay if selected for this work.

3.5. Team Experience and Qualifications

- 3.5.1. Describe each team member's position within the firm. Provide resumes of each proposed team member in an Appendix A.
- 3.5.2. Briefly describe each team member's role on this project.
- 3.5.3. Provide "team" experience working together on similar projects.
- 3.5.4. Identify any proposed subcontractors

3.6. Project Understand and Approach

- 3.6.1. Describe your understanding of the project.
- 3.6.2. Identify and discuss any potential problems.
- 3.6.3. Identify and discuss methods to mitigate those problems.

3.7. Approach to Project Management

- 3.7.1. Describe your firm's project management approach and team organization during all project phases.
- 3.7.2. Describe the system(s) to be used for all services requested.
- 3.7.3. Describe the firm's experience on quality assurance and dispute resolution.

3.8. Other Factors

- 3.8.1. Current workload and ability to proceed promptly.
- 3.8.2. Willingness to abide by City of Indianapolis standard form agreements with few or no objections or changes (reference Attachment A).
- 3.8.3. Provide statement regarding your assurance that this engagement will not result in a conflict of interest.
- 3.8.4. Relevant factors impacting the quality and value of work.

4. Submittal Requirements

- 4.1. The IR shall include a one-page cover letter plus a maximum of fifteen (15) pages to address the IR criteria specified in Section 2 (excluding Resumes). Table of Contents and section divider pages do not count towards the total page count. Resumes for each key team member shall be limited to no more than two pages and shall be attached as an Appendix A.
- 4.2. Two (2) copies of the Inquiry Response and Appendix A must be submitted.
- 4.3. Failure to comply with the following criteria may be grounds for disqualification:
 - a. Receipt of submittal by the specified cut-off date and time.

- b. The number of originals and/or copies of the submittal specified.
 - c. Adherence to maximum page requirements.
- 4.4. The response should use standard 8-1/2 x 11 inch, white, 20 lb., copy paper printed on one side only, pages shall contain no staples, binding, and fastening of any kind.
 - 4.5. Response may be secured with standard metal spring type clips, plastic clips or plastic bindings that are easily removable, or may be three-hole punched and placed in a basic three ring binder.
 - 4.6. Response pages should be sequentially numbered.
 - 4.7. Tabs or other separators should serve to divide major sections of the response.
 - 4.8. Response should be appropriately titled on the front cover with the title of this Inquiry, the Proposer's name and the due date.
 - 4.9. Pages that have photos, charts and graphs will be counted towards the maximum number of pages.
 - 4.10. All responses and reference material presented must be written in the English language. Main text shall be a common, easily read typeface (Arial, Times New Roman, etc.) and should not be smaller than number 11 point.

5. Selection Process and Schedule

- 5.1. A Project Evaluation Team will evaluate each Inquiry Response (IR) according to the above criteria, as well as past performance evaluations, and will select a minimum of three (3) finalists that will be Short Listed for further review and evaluation. The Short List firms will meet with the Project Evaluation Team for interviews. The purpose of the interview will be to expand on the information provided in the IR, not to repeat information already provided. Those firms selected for the Short List will be provided additional instruction by the City.
- 5.2. The firms on the short list may be required to provide official proposals indicating more specifics as to how they will provide the services required.
- 5.3. Any or all Short Listed firms may be required to provide one or more formal proposals in front of the Marion County Community Corrections Advisory Board. The Advisory board may make the final decision on the contract award. All decisions by the board will be final.
- 5.4. Requests for debriefings or to review Inquiry responses submitted, shall be made in writing to the City. All information submitted by firms and related Project Evaluation Team evaluations and rankings shall be considered confidential until after contract execution and award by the City.

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ATTACHMENT A: SCOPE OF SERVICES

In accordance with the terms and conditions of the attached Professional Services Agreement (hereinafter "Agreement") by and between the **Consolidated City of Indianapolis and Marion County, XXXXX** (hereinafter "City") and **XXXXXXX** (hereinafter "Contractor"), Contractor shall do, perform, and carry out in a good and professional manner the following services:

MONITORING SERVICES AGREEMENT
Between
MARION COUNTY COMMUNITY CORRECTIONS AGENCY
By and through the
MARION COUNTY COMMUNITY CORRECTIONS BOARD
And

This Agreement for Community Corrections Monitoring Services (hereinafter referred to as "Agreement"), entered into by and between. (hereinafter referred to as "Contractor") and Marion County Community Corrections Agency, by and through the Marion County Community Corrections Board, (hereinafter referred to as "County"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.1 The "Agreement", as referred to herein, shall mean this Agreement executed by County and Contractor, and shall include these Terms and Conditions, the Attachments described in Sections II and IV and attached hereto, all addenda issued prior to receipt of RFPs, quotes, or bids, whether or not receipt thereof has been acknowledged by Contractor, all conditions, plans, specifications and standards, instructions and notice to vendors, and any written supplemental agreement or modification entered into between County and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between County and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by County or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both County and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of County or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to County, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against County solely by virtue of County or County's representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

- 2.01 Contractor shall provide services as specified in Attachment A, Scope of Work, attached hereto and incorporated into this Agreement.

SECTION III. TERM

- 3.1 The term of this Agreement shall begin January 1, 2016 and shall terminate on January 1, 2017, unless terminated earlier in accordance with this Agreement.
- 3.2 This Agreement may be renewed by agreement of parties. The term of the renewal may be less but shall not be longer than the term of the original Agreement. A renewal shall be only by written instrument signed by both County and Contractor and attached hereto as an amendment. All other terms and conditions of the Agreement shall remain the same as set forth herein.

SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Attachment A at the rates set forth in Attachment B, attached here to and incorporated herein.
- 4.2 Based on the rates set forth in Attachment B, the Contractor shall pay the County within thirty days after receipt of invoice from County. Contractor shall submit properly itemized documentation for the services performed and fees collected under this Agreement in the timeframe defined by County. Contractor shall cooperate with and provide any other necessary information to County needed to substantiate County or Contractor records.

SECTION V. GENERAL PROVISIONS

- 5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the Consolidated City of Indianapolis and of Marion County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by County for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate County in any way.
- 5.2 Subcontracting.
- 5.2.1 Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of County. In the event that County approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. County shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.2.2 Minority, Women and Veterans Participation. To the extent Contractor uses subcontractors or other agents in the performance of services under this Agreement, Contractor shall either:
- (a) Use, at a minimum, fifteen percent (15%) Minority Business Enterprises, eight percent (8%) Women's Business Enterprises, and three percent (3%) Veteran's Business Enterprises in the performance of services under this Agreement; or

- (b) Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of Indianapolis's Department of Minority & Women Business Development.

Violation of this Subsection shall constitute a breach of this Agreement.

5.3 Necessary Documentation. Contractor certifies that it will furnish County, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Indianapolis, the County of Marion, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

5.4 Confidentiality.

5.4.1 The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Contractor understands that the information provided to it or obtained from County during the performance of its services is confidential and may not, without prior written consent of County, be disclosed to a person not in County's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's work product generated during the performance of this Agreement is confidential to County. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Contractor shall provide notice to County prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.

5.4.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, County that is required to be kept confidential by County pursuant to Indiana law except as contemplated by this 5.04.1(d), above.

5.4.3 Contractor acknowledges that County will not treat this Agreement as confidential information and will post the Agreement on the County website as required by Section 141-105 of the Revised Code of the Consolidated City of Indianapolis and Marion County. Use by the public of any document or the information contained therein, shall not be considered an act of County.

5.5 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by County or any other authorized representative of the City of Indianapolis, Marion County, Indiana. Copies thereof, if requested, shall be furnished at no cost to County. County reserves the right to perform quarterly audits of Contractor's business as it relates to fulfilling the obligations of this Agreement. If the County deems it necessary, more frequent and/or more thorough audits may be performed. Should, as a result of the audit, the County deem the performance of the Contractor unsatisfactory, the Executive Director of Marion County Community Corrections may suspend

referrals to the Contractor or the County may terminate this Agreement. The Executive Director is to provide the Contractor with a written statement outlining the reasons for the suspension of referrals as well as a date/time to meet with the Contractor.

5.6 Ownership.

- 5.6.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.
- 5.6.2 All Works made or created by Contractor, either solely or jointly with County, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of County. At County's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in County. Without the prior written consent of County, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. County shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.
- 5.6.3 Contractor shall retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Contractor prior to or acquired by Contractor during the performance of this Agreement. Contractor also shall retain all rights in and to all works of authorship fixed in a tangible medium of expression that were made, created or acquired by Contractor prior to the effective date of this Agreement ("Pre-Existing Works"), provided that a listing of such Pre-Existing Works is attached to this Agreement.

5.07 Insurance.

- 5.7.1 Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and County from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:
- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
 - 2) Claims for damages because of bodily injury and personal injury, including death, and;
 - 3) Claims for damages to property.

Contractor's insurance shall be not less than the amounts shown below:

A. Worker's Compensation & Disability Statutory

B.	Employer's Liability Bodily Injury Accident	\$ 100,000 each accident	
	Bodily Injury by Disease		\$
	500,000 policy limit		
	Bodily Injury by Disease		\$
	100,000 each employee		
C.	Excess Auto Liability	\$1,000,000(single limit)	
	(owned,		
	hired & non-owned)		
	Bodily injury & property damage	\$1,000,000	
	each accident		
D.	Commercial General Liability	(Occurrence Basis)	
	Bodily Injury, personal injury, property damage,		
	Contractual liability, product/completed operations		
	General Aggregate Limit	\$2,000,000.00	
	(Other than Products Completed Operations)		
	Products/Completed Operations	\$1,000,000.00	
	Personal and Advertising Injury Limit	\$500,000.00	
	Each Occurrence Limit	\$1,000,000.00	
	Fire Damage (any one fire)	\$50,000.00	
	Medical Expense Limit	\$5,000.00	

NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT

E.	Umbrella Excess Liability	\$1,000,000 each occurrence
	and aggregate	

5.7.2 Certificates of Insurance, naming the City of Indianapolis/Marion County as an "additional insured," (C. D. and E. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with County prior to commencement of any work. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to County.

5.7.3 With the prior approval of County, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

5.7.4 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Contractor to the above enumerated amounts.

5.8 Termination for Cause or Convenience.

5.8.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it

otherwise violates or fails to perform any term, covenant or provision of this Agreement, then County may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of County's intent to terminate, and (2) an opportunity for consultation with County prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by County to be incurred by reason of Contractor's default.

- 5.8.2 This Agreement may be terminated in whole or in part in writing by County for County's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with County prior to termination. If County terminates for convenience, Contractor's compensation shall be equitably adjusted.
- 5.8.3 Upon receipt of notice of termination for default or for County's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to County all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 5.8.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of County. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Paragraph 5.08.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.
- 5.9 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by County are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then County shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. County agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.
- 5.10 Indemnification. Contractor agrees to indemnify, defend, and hold harmless the City of Indianapolis and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by Contractor or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. County shall not provide such indemnification to Contractor, provided, however, that Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of County.
- 5.11 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or

such other persons and/or addresses as any party may indicate by giving notice to the other party) :

To Contractor:

To County:

John J. Deiter, Executive Director
Marion County Community Corrections
140 E. Washington Street
Indianapolis, IN 46204

- 5.12 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with County. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and County may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by County or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the County for such costs. County may withhold payments on disputed items pending resolution of the dispute.
- 5.13 Non-discrimination. Contractor and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.
- 5.14 Conflict of Interest. Contractor certifies and warrants to County that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with County.
- 5.15 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.16 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.17 Applicable Laws; Forum.

- 5.17.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations there under after execution of this Agreement shall be reviewed by County and Contractor to determine whether the provisions of the Agreement require formal modification.
- 5.17.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the Consolidated City of Indianapolis, County of Marion. Suit, if any, shall be brought in the State of Indiana, County of Marion
- 5.18 Waiver. County's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of County's rights or remedies.
- 5.19 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement that can operate independently of such stricken provisions shall continue in full force and effect.
- 5.20 Attorneys' Fees. Contractor shall be liable to County for reasonable attorneys' fees incurred by County in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.21 Successors and Assigns. County and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of County.
- 5.22 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by County.
- 5.23 Debarment and Suspension
- 5.23.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- 5.23.2 Contractor shall provide immediate written notice to County if, at any time after entering into this Agreement, Contractor learns that its certification was erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

- 5.23.3 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
- 5.24 Key Persons. The parties agree that the work described in this Agreement to be performed by Contractor is a personal service, highly professional in nature, and that the identity of the individual who is to be personally responsible for such work is of prime importance to County. The parties therefore agree that in the event of the death or disability of Contractor, or, if Contractor is a firm, partnership, or corporation, in the event of the death, or disability or termination of employment of anyone understood to be personally responsible for the work described in this Agreement, County may, without penalty and in its discretion, terminate this Agreement, and make its own new Agreement with any other party for completion of the work herein described.
- 5.25 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- 5.25.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.24, County shall require Contractor to remedy the violation not later than thirty (30) days after County notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) period, County shall terminate the contract for breach of contract. If County terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to County for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
- 5.25.2 If Contractor employs or contracts with an unauthorized alien but County determines that terminating the contract would be detrimental to the public interest or public property, County may allow the contract to remain in effect until County procures a new contractor.
- 5.25.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.24, Contractor may terminate its contract with the subcontractor for such violation.
- 5.25.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with County prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the County.
- 5.26 Transition Plan: At the conclusion of this Agreement, Contractor shall assist County in planning and carrying out a plan to transition current participants from their program to any new vendor(s).

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SAMPLE

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): _____

By (Written Signature): _____

(Printed Name): _____

(Title): _____

Important - Notary Signature and Seal Required in the Space Below

STATE OF _____

SS:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____,
20____.

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

CONTRACTOR NAME ("Contractor")

By: _____

Date: _____

Printed: _____

Title: _____

CONSOLIDATED CITY OF INDIANAPOLIS XXXXXXXX ("City")

By: _____

Date: _____

XXXXXX, XXXXXX

APPROVED AS TO FORM AND LEGALITY:

By: _____

Date: _____

Doug Kowalski, Deputy Corporation
Counsel

APPROVED AS TO AVAILABILITY OF FUNDING:
